

ARTICLE 5 WAGES AND SPECIAL PAY

5.1 Wages

5.1.1 Wages 2002/03. Effective March 17, 2002, all salary ranges for employees holding positions in classifications assigned to IBEW Representation Unit 13 shall be increased by 6.0%. The 2002/03 salary ranges are listed in Exhibit I and shall remain in effect until March 15, 2003, unless otherwise changed pursuant to the provisions of this Agreement.

5.1.2 Wages 2003/04. Effective March 16, 2003, all salary ranges for employees holding positions in classifications assigned to IBEW Representation Unit 13 shall be increased by 5.0%. The 2003/04 salary ranges are listed in Exhibit I and shall remain in effect through March 13, 2004, unless otherwise changed pursuant to the provisions of this Agreement.

An additional 1.0% will be available effective March 16, 2003 for special adjustments and/or benefit enhancements, including retirement benefits. The parties must mutually agree on the special adjustments and/or benefit enhancements prior to March 16, 2003. If no agreement is reached, the additional 1.0% will be allocated to a general salary increase.

5.1.3 Wages 2004/05. Effective March 14, 2004, all salary ranges for employees holding positions in classifications assigned to IBEW Representation Unit 13 shall be increased by 5.0%. The 2004/05 salary ranges are listed in Exhibit I and shall remain in effect through March 12, 2005, unless otherwise changed pursuant to the provisions of this Agreement.

An additional 1.0% will be available effective March 14, 2004 for special adjustments and/or benefit enhancements, including retirement benefits. The parties must mutually agree on the special adjustments and/or benefit enhancements prior to the March 14, 2004 increase. If no agreement is reached, the additional 1.0% will be allocated to a general salary increase.

5.2 Shift Differential

5.2.1 Employees regularly assigned to work a swing shift, as defined herein, shall be paid a shift differential of one dollar and forty cents (\$1.40) an hour for each hour, to the nearest half-hour, actually worked. Employees regularly assigned to work a graveyard shift, as defined herein, shall be paid a shift differential of one dollar and sixty cents (\$1.60) an hour for each hour, to the nearest half-hour, actually worked. For purposes of this section "regularly assigned" shall be defined as any regularly scheduled shift worked in excess of one shift during a pay period.

5.2.2 A swing shift is any regular shift of eight (8) hours or more regularly scheduled to start between the hours of 2:00 p.m. and 11:59 p.m.

5.2.3 A graveyard shift is any regular shift of eight (8) hours or more regularly scheduled to start between the hours of 12 Midnight and 5:59 a.m.

5.2.4 Except as otherwise required by applicable State or Federal law, shift differential pay shall not be included as regular compensation in computing other benefits.

- 5.2.5 Employees shall continue to be paid such shift differential while on vacation, compensatory time and/or personal leave of forty (40) consecutive hours or longer as though such person had continued to work his/her regularly assigned swing or graveyard shift during the period of vacation. City observed holiday hours may be credited towards meeting the 40 consecutive hours requirement, however, holiday leave hours do not qualify for payment of shift differential.

5.3 Working in a Higher Classification

- 5.3.1 Upon specific assignment by the Department Head, or the designated representative, an employee may be required to perform the duties of a higher classification. Such assignments shall be made only to existing authorized positions, which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to Temporary or Provisional appointments.
- 5.3.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least one (1) salary rate (step) higher in the salary range schedule than the rate received by the employee in the employee's present class, provided, however, that the employee shall not receive any compensation unless the assignment is for four (4) hours or longer. In such event, the employee shall be compensated as provided above for the entire shift.
- 5.3.3 As an alternative to making appointments to a vacant position, a department may, upon the approval of the Office of the City Manager, assign an employee to work in a higher classification for a period of time not to exceed six (6) months. The employee will be compensated in accordance with section 5.3.2. At the expiration of the period of assignment, the assigned employee shall return to his/her regular assignment. The department may then request authorization to fill the position on a regular basis or return it to vacant status. Department Heads are encouraged to review all situations wherein employees are working in a higher class to determine if those functions are necessary to the organization and should be continued. If the functions are no longer necessary, the position should be eliminated. This shall apply to employees who are represented by the IBEW.

5.4 Health Insurance Coverage

- 5.4.1 Effective with rate changes for the 2002/03, 2003/04 and 2004/05 plan years, the City will pay ninety percent (90%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage, and the employee will pay ten percent (10%) of the premium for the lowest priced plan up to a maximum of twenty-five dollars (\$25) per month. Any additional amount beyond the cost of the lowest priced plan less twenty-five dollars (\$25) per month required for the premium of any plan shall be paid by the employee.
- 5.4.2 The indemnity health plan will be administered by a plan administrator selected by consensus of the Benefits Review Forum. Any changes to plan benefit structure will also be determined through consensus of the representatives comprising that forum.

5.4.3 Payment-in-Lieu of Health and/or Dental Insurance Program

- 5.4.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu.
- 5.4.3.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive 50% of the City's contribution toward his/her health and/or dental insurance at the lowest cost single or family plan if the employee is eligible for family coverage. The City will retain the remaining 50% of that contribution.
- 5.4.3.3 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.
- 5.4.3.4 Enrollment in the payment-in-lieu of health and/or dental insurance program can only be done during the first thirty (30) days of employment or during the annual open enrollment period. Enrollment in the payment-in-lieu insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage. Enrollment or cancellation during the open enrollment period will become effective the first pay period of the following calendar year.
- 5.4.3.5 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part time, employee is on an unpaid leave of absence, employee is on a reduced work week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.
- 5.4.3.6 If an employee loses alternate coverage, the employee may enroll in a City health and/or dental plan outside of the open enrollment period. To be eligible the employee must provide verification that alternate coverage has been lost.
 - 5.4.3.6.1 **HEALTH INSURANCE:** To enroll in a City health insurance plan following loss of alternate coverage, the employee must pay all unpaid premiums (City and employee contributions) and refund any excess in-lieu-payments required to make the coverage effective on the date when alternate coverage ceased. Re-enrollment in the plan shall be in accordance with the carrier's enrollment procedures.

5.4.3.6.2 **DENTAL INSURANCE:** Enrollment in a City dental insurance plan following loss of alternate coverage will become effective the first of the month following payment of two dental premiums through the City's payroll process. Re-enrollment in the dental insurance plan shall not be retroactive.

5.5 Dental Insurance

5.5.1 The City will provide dental coverage for eligible full-time employees and their dependents in accordance with the dental programs described in the City of San Jose - Dental Plan Options document. City plans include 1) the Group Dental Plan, City of San Jose, DDS Group No. 2584 and 2) the Group Dental Program, Prepaid Option. A copy of this document shall be available upon request in the Human Resources Department.

5.5.1.1 Effective April 1, 2000, all active, eligible, full-time employees and their eligible dependents that are enrolled in the Delta Dental Plan will receive a lifetime maximum benefit of \$2,000 for orthodontic coverage.

5.5.1.2 Effective July 1, 2000, each active, eligible, full-time employee and eligible dependents that are enrolled in the Delta Dental Plan shall receive annual maximum coverage of \$1500.00.

5.6. Call Back Pay

5.6.1 Any employee who is called back to work after he/she has worked his/her scheduled shift and has left work shall be compensated for the time worked, or for three (3) hours at the appropriate rate, whichever is greater. An employee may elect to either be paid for such call-back assignment or be credited with compensatory time off. The department will make every effort to accommodate such election, provided that:

- the election of compensatory time off does not interfere with the Department's or the City's ability to recover funds related to the call-back assignment;
- the employee makes such election during the pay period in which the call-back assignment is submitted for compensation; and
- in the event the employee requests payment for such call-back assignment, the department's budget can accommodate such payment.

Except in extenuating circumstances, once the employee has received approval from the appropriate authority to take compensatory time off, payment for such approved time off shall not be authorized.

5.6.2 An employee who is called back shall be entitled to earn the three (3) hour minimum call back compensation only once during an eight (8) hour shift; for subsequent call backs during the same shift, the employee shall be credited with the time actually worked or for one-half (0.5) hour at the appropriate rate, whichever is greater.

5.7 Jury Duty Each full time employee who is required to take time off from duty to serve as a juror in any Court of this State, or of the United States of America, shall receive their

regular base compensation less all jury fees received excluding mileage. Each employee receiving a notice to report for jury service shall immediately notify their immediate supervisor.

Employees assigned to regular shifts:

5.7.1 Jury Selection Process and Jury Impanelment. Employees assigned to a Monday through Friday day shift which includes all employees regularly assigned to work any shift scheduled to begin between 6:00 a.m. and 1:59 p.m. shall be subject to the following for both the jury selection process and jury impanelment:

1. If the employee spends five or more hours in either the selection process or jury impanelment, the employee need not return to work. For this, the employee receives the regular base pay for that shift and shall pay to the City the amount received from the court, excluding mileage.
2. If the employee spends less than five hours in either the selection or jury impanelment processes, they must report to work and complete their shift, minus the time spent in the selection process. For this, the employee will receive their regular base pay rate for that shift and shall pay to the City the amount received from the court, excluding mileage.
3. If the employee spends less than five hours in either the selection or jury impanelment processes and does not return to work, the employee will receive no pay from the City for that day, but will be entitled to keep the jury fee. With prior approval from the employee's supervisor, the employee shall be paid for the employee's entire shift provided that the employee shall be permitted to take accrued compensatory time or available vacation time in an amount equal to the number of hours remaining on the employee's shift after the employee's release by the court.
4. Employees are not eligible for overtime due to time spent in the jury selection process or jury impanelment.

Employees assigned to shifts other than regular shifts (as defined above):

5.7.2 Jury Selection Process. Employees assigned to a shift regularly scheduled to start between the hours of 2:00p.m. and 5:59 a.m., or to other alternative shifts (a shift other than Monday through Friday), who are required to appear for jury selection process shall be subject to the following:

1. For purposes of providing employees adequate rest before appearing for jury selection, employees shall be allowed to adjust their shift to an end time no later than 1:00 a.m. on the morning they are required to appear for jury selection.
2. If the employee spends five or more hours in the selection process, the employee need not report to work for the following shift if it is the next calendar day. For this, the employee receives the full day's pay for that shift and shall pay to the City the amount received from the court, excluding mileage.
3. If the employee spends less than five hours in the selection process, the employee shall report to work for their next scheduled shift. Hours spent in

the selection process will be deducted from either the beginning or end of the next shift, pending supervisor's approval. For this, the employee will receive a full day's pay and shall pay to the City the amount received from the court, excluding mileage.

4. Employees are not eligible for overtime due to time spent in the jury selection process.

5.7.3 Jury Impanelment for Employees Assigned to a Swing or Night Shift. Employees assigned to a shift regularly scheduled to start between the hours of 2:00 p.m. and 5:59 a.m., or to other alternative shifts (a shift other than Monday through Friday), who are selected to serve on a jury shall be subject to the following:

1. Employees shall be temporarily assigned to a day shift of 8:00 a.m. - 5:00 p.m., Monday through Friday. This temporary schedule change shall only apply to employees who are selected to serve on a jury, not those who are called to jury selection.
2. The temporary schedule change shall begin on the first day of the work week following jury impanelment. Until the temporary shift change takes effect, the provisions applicable to jury selection for employees on alternate shifts shall apply.
3. Once an employee is temporarily assigned to a day shift of 8:00 a.m. - 5:00 p.m. Monday through Friday, the provisions applicable to jury duty for employees on regular Monday through Friday day shifts shall apply.
4. Upon completion of jury duty, the employee will resume their normal work schedule on the first day of the work week following release from jury duty.

5.8 Stand-by Pay

Employees specifically assigned to stand-by duty shall be compensated for such assignment with one (1) hour at the appropriate rate for each eight (8) hours or portion thereof greater than or equal to four (4) hours of such stand-by duty performed on a regularly assigned work day or on a regularly scheduled day off. An employee may elect to either be paid for such stand-by assignment or be credited with compensatory time off. The department will make every effort to accommodate such election, provided that:

- the election of compensatory time off does not interfere with the Department's or the City's ability to recover funds related to the stand-by assignment;
- the employee makes such election during the pay period in which the stand-by assignment is submitted for compensation; and
- in the event the employee requests payment for such stand-by assignment, the department's budget can accommodate such payment.

Except in extenuating circumstances, once the employee has received approval from the appropriate authority to take compensatory time off, payment for such approved time off shall not be authorized.

5.9 Witness Leave

- 5.9.1 Each employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of his/her employment with the City, in any case or proceeding in any Court of this State or of the United States of America, shall receive his/her regular salary during the time of his/her service as a witness under subpoena, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City.
- 5.9.2 Each employee of the City who is called from off-duty status to testify in any court, under subpoena, on any subject connected with his/her employment, shall be credited with overtime for the time spent by him/her in court, or for two (2) hours, whichever is greater, less any and all witness fees which he/she may receive therefore. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City.
- 5.9.3 Upon service of a subpoena, an employee shall immediately advise his/her Department Head or supervisor thereof, and of the time when he/she is required to appear in Court in response thereto.

5.10 Educational and Professional Incentives

- 5.10.1 The City will reimburse each employee 100% of expenses incurred, up to \$1000 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1000.00 amount, up to \$600.00 may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion, or other career opportunity within the City service, as approved by the Department Director or designee. In no event shall tuition reimbursement received from this program plus reimbursement from other educational incentive programs exceed the total cost of registration, tuition, fees, and textbooks. Section 8.02 of the City's Human Resources Administrative Manual outlines additional details of the program.
- 5.10.2 If an employee is denied educational and professional incentives under the requirements set forth in Section 5.10.1 above, the employee may appeal in writing to the Department Director, or designee, for reconsideration. If the employee is dissatisfied with the decision of the Department Director, or designee, the employee may apply in writing for reconsideration with the Director of Human Resources, or designee. The written decision of the Director of Human Resources, or designee shall be final, with no process for further appeal.

5.11 Use of Private Automobile--Mileage Reimbursement

Each employee of the City authorized by the City Manager or his/her designee to use his/her private automobile in the performance of the duties of his/her position, shall be

entitled to receive and shall be paid as a travel allowance for such use of his/her private automobile a "mileage reimbursement rate" consistent with the City's rate.

5.12 Life Insurance

The City shall continue to pay premiums on existing life insurance for full-time employees during the term of this Agreement and the face value of such insurance shall be \$20,000 per employee.

5.13 Meal Allowance

In the event an employee is assigned to work two consecutive shifts, the City shall provide the employee with \$10.00 as a meal allowance.

ARTICLE 6 HOURS OF WORK AND OVERTIME

6.1 The workweek shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.

6.2 The workday, for pay purposes, shall be a 24-hour period commencing with the beginning of the employee's regularly scheduled shift.

6.3 The normal work schedule for full-time employees shall be forty (40) hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period, Monday through Friday.

6.4 The City may establish a work schedule other than Monday through Friday where the interests of, or service to, the public requires. Employees assigned to such a schedule shall be given two (2) consecutive days off, even though the days off are in different work weeks except where due to a change in the employee's work schedule, it is impossible to provide two (2) consecutive days off.

6.5 The Department Head, subject to regulation and control by the City Manager, shall determine the number of hours of work per workday and workweek for part-time employees. Such employees, however, shall not be required to work a normal work schedule except on an intermittent basis.

6.6 An employee authorized or required to work overtime who works in excess of his/her scheduled shift on a regular workday, or in excess of forty (40) hours per week, shall be compensated at the rate of time and one-half (1-1/2) the employee's hourly rate, except when such excess hours result from a change in such employee's work week or shift or from the requirement that such employee fulfill his/her work week requirement.

6.6.1 Double-backs Employees at the Water Pollution Control Plant who work and complete two (2) non-consecutive eight (8) hours shifts or longer within a twenty-four (24) hour period shall be compensated with a four (4) hour premium at the 1.0 rate.

6.7 Notwithstanding 6.6 above, any employee who works in excess of twelve (12) continuous hours shall receive two times the base hourly rate for all hours worked in excess of twelve (12) continuous hours.